

<i>SERFF Tracking Number:</i>	<i>SUNL-126107173</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Sun Life Assurance Company of Canada</i>	<i>State Tracking Number:</i>	<i>42099</i>
<i>Company Tracking Number:</i>	<i>MSUL-2009</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium</i>	<i>Sub-TOI:</i>	<i>L09I.001 Single Life</i>
	<i>Adjustable Life</i>		
<i>Product Name:</i>	<i>Sun Prime Survivorship UL</i>		
<i>Project Name/Number:</i>	<i>Sun Prime Survivorship UL/MSUL-2009</i>		

## Filing at a Glance

Company: Sun Life Assurance Company of Canada

Product Name: Sun Prime Survivorship UL	SERFF Tr Num: SUNL-126107173	State: Arkansas
TOI: L09I Individual Life - Flexible Premium	SERFF Status: Closed-Approved-	State Tr Num: 42099
Adjustable Life	Closed	
Sub-TOI: L09I.001 Single Life	Co Tr Num: MSUL-2009	State Status: Approved-Closed
Filing Type: Form		Reviewer(s): Linda Bird
	Authors: Margaret Carvalho, Thomas Miele, Christopher McAuliffe, Pat Squillacioti	Disposition Date: 04/20/2009
	Date Submitted: 04/12/2009	Disposition Status: Approved-Closed
Implementation Date Requested: On Approval		Implementation Date:

State Filing Description:

## General Information

Project Name: Sun Prime Survivorship UL	Status of Filing in Domicile: Not Filed
Project Number: MSUL-2009	Date Approved in Domicile:
Requested Filing Mode: Review & Approval	Domicile Status Comments: This filing is exempt from our domiciliary state of Michigan.
Explanation for Combination/Other:	Market Type: Individual
Submission Type: New Submission	Group Market Size:
Overall Rate Impact:	Group Market Type:
Filing Status Changed: 04/20/2009	Explanation for Other Group Market Type:
	State Status Changed: 04/20/2009
Deemer Date:	Created By: Margaret Carvalho
Submitted By: Margaret Carvalho	Corresponding Filing Tracking Number: MSUL-2009
Filing Description:	
Sun Life Assurance Company of Canada	
NAIC # 549-80802	
FEIN # 38-1082080	

SERFF Tracking Number: SUNL-126107173 State: Arkansas  
Filing Company: Sun Life Assurance Company of Canada State Tracking Number: 42099  
Company Tracking Number: MSUL-2009  
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life  
Adjustable Life  
Product Name: Sun Prime Survivorship UL  
Project Name/Number: Sun Prime Survivorship UL/MSUL-2009

Re: MSUL-2009 - Flexible Premium Survivorship Universal Life Insurance Policy  
MSUL-SIR-2009 – Supplemental Insurance Rider  
MSUL-PSOR-2009 – Policy Split Option Rider

Dear Sir or Madam:

We submit the above referenced forms for your review and approval. These forms are new and do not replace any other forms previously approved by your Department. These forms are intended to comply with all applicable laws, rules, bulletins and published guidelines of your state. They are submitted in final printed form and are subject only to minor modifications in paper stock, ink, and adaptation to computer printing.

These forms are exempt from filing in our domiciliary state of Michigan.

#### MSUL-2009 - Flexible Premium Survivorship Universal Life Insurance Policy

Form MSUL-2009 is a non-participating flexible premium survivorship universal life insurance policy payable upon the death of the Surviving Insured. It offers three different death benefit options. Flexible premiums are payable until the Insured reaches age 121. The issue ages for this policy are 18-85 inclusive. This policy will be marketed with an illustration.

#### MSUL-SIR-2009 – Supplemental Insurance Rider

Form MSUL-SIR-2009 is an optional rider that provides an additional amount of life insurance coverage. There is a monthly charge for this rider. The issue ages for this rider are the same as with the base policy.

#### MSUL-PSOR-2009 Policy Split Option Rider

Upon divorce, the policy can be split into two separate individual policies on the lives of each insured with evidence of insurability. Form MSUL-PSOR-2009 is an optional rider that also allows the policy to be split but without evidence of insurability. There is a monthly charge for this rider. The issue ages for this rider are the same as with the base policy.

These forms will be used in the general individual life market. They will be marketed on an individual basis by our licensed sales representatives. None of these forms will be mass marketed or solicited by mail.

The enclosed forms include brackets around the items that may vary. The use of variability in the enclosed forms will be administered as described in the enclosed statement of variability and in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Please do not hesitate to contact me if you have any questions regarding this submission. Thank you for your attention to this matter.

<i>SERFF Tracking Number:</i>	<i>SUNL-126107173</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Sun Life Assurance Company of Canada</i>	<i>State Tracking Number:</i>	<i>42099</i>
<i>Company Tracking Number:</i>	<i>MSUL-2009</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium</i>	<i>Sub-TOI:</i>	<i>L09I.001 Single Life</i>
	<i>Adjustable Life</i>		
<i>Product Name:</i>	<i>Sun Prime Survivorship UL</i>		
<i>Project Name/Number:</i>	<i>Sun Prime Survivorship UL/MSUL-2009</i>		

## Company and Contact

### Filing Contact Information

Margaret Carvalho, Compliance Consultant	margaret.carvalho@sunlife.com
One Sun Life Executive Park	781-446-1811 [Phone]
Wellesley Hills, MA 02481	781-237-3327 [FAX]

### Filing Company Information

Sun Life Assurance Company of Canada	CoCode: 80802	State of Domicile: Michigan
One Sun Life Executive Park	Group Code: 549	Company Type:
SC2175, State Filings	Group Name:	State ID Number:
Wellesley Hills, MA 02481	FEIN Number: 38-1082080	
(800) 432-1102 ext. [Phone]		

-----

## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Sun Life Assurance Company of Canada	\$50.00	04/12/2009	27120999

<i>SERFF Tracking Number:</i>	<i>SUNL-126107173</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Sun Life Assurance Company of Canada</i>	<i>State Tracking Number:</i>	<i>42099</i>
<i>Company Tracking Number:</i>	<i>MSUL-2009</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium</i>	<i>Sub-TOI:</i>	<i>L09I.001 Single Life</i>
	<i>Adjustable Life</i>		
<i>Product Name:</i>	<i>Sun Prime Survivorship UL</i>		
<i>Project Name/Number:</i>	<i>Sun Prime Survivorship UL/MSUL-2009</i>		

## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved-Closed	Linda Bird	04/20/2009	04/20/2009

<i>SERFF Tracking Number:</i>	<i>SUNL-126107173</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Sun Life Assurance Company of Canada</i>	<i>State Tracking Number:</i>	<i>42099</i>
<i>Company Tracking Number:</i>	<i>MSUL-2009</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium</i>	<i>Sub-TOI:</i>	<i>L09I.001 Single Life</i>
	<i>Adjustable Life</i>		
<i>Product Name:</i>	<i>Sun Prime Survivorship UL</i>		
<i>Project Name/Number:</i>	<i>Sun Prime Survivorship UL/MSUL-2009</i>		

## Disposition

Disposition Date: 04/20/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	SUNL-126107173	State:	Arkansas
Filing Company:	Sun Life Assurance Company of Canada	State Tracking Number:	42099
Company Tracking Number:	MSUL-2009		
TOI:	L09I Individual Life - Flexible Premium Adjustable Life	Sub-TOI:	L09I.001 Single Life
Product Name:	Sun Prime Survivorship UL		
Project Name/Number:	Sun Prime Survivorship UL/MSUL-2009		

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Exhibit A		Yes
Form	Flexible Premium Survivorship Universal Life Insurance Policy		Yes
Form	Supplemental Insurance Rider		Yes
Form	Policy Split Option Rider		Yes

SERFF Tracking Number: SUNL-126107173 State: Arkansas

Filing Company: Sun Life Assurance Company of Canada State Tracking Number: 42099

Company Tracking Number: MSUL-2009

TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life

Adjustable Life

Product Name: Sun Prime Survivorship UL

Project Name/Number: Sun Prime Survivorship UL/MSUL-2009

## Form Schedule

### Lead Form Number: MSUL-2009

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	MSUL-2009	Policy/Cont Flexible Premium ract/Fratern Survivorship al Universal Life Certificate: Insurance Policy Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.100	MSUL-2009 AR 4-6-09.pdf
	MSUL-SIR-2009	Certificate Supplemental Amendmen Insurance Rider t, Insert Page, Endorseme nt or Rider	Initial		50.000	MSUL-SIR- 2009 4-6- 09.pdf
	MSUL-PSOR-2009	Certificate Policy Split Option Amendmen Rider t, Insert Page, Endorseme nt or Rider	Initial		52.200	MSUL-PSOR- 2009 4-6- 09.pdf

---

# SUN LIFE ASSURANCE COMPANY OF CANADA

**U.S. Headquarters Office:**  
[One Sun Life Executive Park  
Wellesley Hills, MA 02481  
800-225-3950]  
**Head Office:**  
[Toronto, Canada]

---

## [Sun Prime Universal Life Survivorship], a Flexible Premium Survivorship Universal Life Insurance Policy

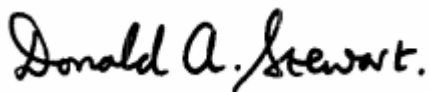
Insureds [John Doe and Jane Doe]

Policy Number [000000001]

---

We, Sun Life Assurance Company of Canada ("the Company", "we", "us", "our"), a member of the Sun Life Financial group of companies, agree, subject to the conditions and provisions of this Policy, to pay the Beneficiary such amounts as are due and payable upon receipt of Due Proof of the Surviving Insured's death. Until that time, we agree to provide you, as Owner, the other rights and benefits of this Policy. These rights and benefits are subject to the provisions on the pages which follow. This Policy is a legal contract between you and us.

Signed at Wellesley Hills, Massachusetts, on the Issue Date.



[Donald A. Stewart, Chief Executive Officer]



[Michael S. Bloom, Secretary]

### RIGHT TO RETURN POLICY

Please read this Policy carefully. If you are not satisfied, you may return it within 10 days after receipt. To return it, deliver or mail it to the sales representative through whom it was purchased, or to us at One Sun Life Executive Park, Wellesley Hills, MA 02481. This Policy will then be void, as though it had never been applied for, and any Premium paid will be promptly refunded.

### FLEXIBLE PREMIUM SURVIVORSHIP UNIVERSAL LIFE INSURANCE POLICY

Policy Proceeds are payable upon receipt of Due Proof of the Surviving Insured's death.  
Premiums Payable to the younger Insured's attained age 121.  
Does not participate in dividends.





## TABLE OF CONTENTS

	SECTION
POLICY SPECIFICATIONS	1
TABLE OF ACCOUNT VALUE PERCENTAGES	2A
TABLE OF GUARANTEED MAXIMUM COST OF INSURANCE RATES	2B
DEFINITIONS	3
GENERAL PROVISIONS	4
OWNERS AND BENEFICIARIES	5
PREMIUMS	6
DEATH BENEFIT	7
ACCOUNT VALUE	8
POLICY BENEFITS	9
RIDERS	
APPLICATION	

## 1. POLICY SPECIFICATIONS

Insureds	[John Doe] [Jane Doe]
Policy Number	[000000001]
Issue Age, Sex, Class	[John Doe 35, Male, Preferred Non Tobacco] [Jane Doe 35, Male, Preferred Non Tobacco]
Specified Face Amount	[\$1,000,000]
Minimum Specified Face Amount	[\$250,000]
Death Benefit Compliance Test	[Guideline Premium]
Death Benefit Option	[Option A: Specified Face Amount]
Initial Premium	[\$5,000.00]
[Anticipated Additional First Year Premium]	[\$100,000]
Planned Periodic Premium	[\$5,000.00]
Billing Period	[Annual]
Issue Date	[July 15, 2009]
Policy Date	[July 1, 2009]
Currency	United States Dollars
Owner	[John Doe]
Beneficiary	As stated in the Application unless subsequently changed.
Guaranteed Interest Rate (Annual)	3.00%
Interest Enhancement Factor	[.50]
Interest Enhancement Period	Policy Years [11] and after
Maximum Interest Enhancement (Annual)	[.50]%
Premium Expense Charge	[15.00]%
Monthly Expense Charge	[\$10.00] in all Policy Years plus [\$0.14] per \$1000 of Specified Face Amount during Policy Years [1-20]
Policy Loan Interest Rate (Annual)	[4.00]% for Policy Years [1-10], thereafter [3.00]%
Partial Withdrawal Fee	[\$25.00]

**1. POLICY SPECIFICATIONS**  
**(Policy Number [000000001])**

**[Supplemental Benefits and Rider(s):]**

**[Policy Split Option Rider**

Monthly Rider Charge Rate - [\$0.03] per \$1,000 of Specified Face Amount and any SIA

**[Supplemental Insurance Rider**

Supplemental Insurance Amount (SIA) - [\$250,000]

Monthly Rider Charge - [\$0.06] per \$1,000 of SIA

Minimum SIA - [\$25,000]

**2A. TABLE OF ACCOUNT VALUE PERCENTAGES**  
**(Policy Number [000000001])**

<b>Policy Year</b>	<b>Percentage</b>	<b>Policy Year</b>	<b>Percentage</b>
[1	250%	34	117%
2	250%	35	116%
3	250%	36	115%
4	250%	37	113%
5	250%	38	111%
6	250%	39	109%
7	243%	40	107%
8	236%	41	105%
9	229%	42	105%
10	222%	43	105%
11	215%	44	105%
12	209%	45	105%
13	203%	46	105%
14	197%	47	105%
15	191%	48	105%
16	185%	49	105%
17	178%	50	105%
18	171%	51	105%
19	164%	52	105%
20	157%	53	105%
21	150%	54	105%
22	146%	55	105%
23	142%	56	105%
24	138%	57	104%
25	134%	58	103%
26	130%	59	102%
27	128%	60	101%
28	126%	61	100%
29	124%	62	100%
30	122%	63	100%
31	120%	64	100%
32	119%	65+	100%]
33	118%		

**Death Benefit Percentages are based on the age of the younger Insured.**

**2B. TABLE OF GUARANTEED MAXIMUM COST OF INSURANCE RATES  
PER \$1000 OF NET AMOUNT AT RISK  
(Policy Number [000000001])**

<b>Policy Year</b>	<b>Monthly Rate</b>	<b>Policy Year</b>	<b>Monthly Rate</b>
[1	0.00008	44	1.97579
2	0.00026	45	2.30800
3	0.00047	46	2.68768
4	0.00072	47	3.15898
5	0.00101	48	3.69256
6	0.00136	49	4.27144
7	0.00177	50	4.92525
8	0.00228	51	5.66858
9	0.00290	52	6.43653
10	0.00369	53	7.40455
11	0.00467	54	8.44474
12	0.00583	55	9.55827
13	0.00729	56	10.65206
14	0.00888	57	11.43530
15	0.01076	58	12.47571
16	0.01315	59	13.80631
17	0.01607	60	15.39978
18	0.01979	61	17.30756
19	0.02430	62	19.13210
20	0.02991	63	21.03455
21	0.03694	64	21.64973
22	0.04545	65	22.85914
23	0.05559	66	24.60893
24	0.06699	67	26.39872
25	0.08037	68	28.41645
26	0.09641	69	30.64474
27	0.11601	70	33.12882
28	0.14014	71	35.84755
29	0.16873	72	38.67707
30	0.20211	73	41.61437
31	0.24111	74	44.60732
32	0.28590	75	47.75415
33	0.33705	76	51.00488
34	0.39656	77	54.17131
35	0.46454	78	57.28122
36	0.54583	79	60.16334
37	0.64209	80	64.16742
38	0.76160	81	67.95405
39	0.89863	82	71.91747
40	1.05541	83	76.28647
41	1.23677	84	80.39073
42	1.44516	85	83.33333
43	1.68921	86	83.33333]

BASIS OF VALUES: Commissioners' 2001 Standard Ordinary Tables, Age Nearest Birthday, Smoker and Nonsmoker, Male and Female Tables.

---

### 3. DEFINITIONS

---

**Account Value:** An amount, as described in Section 8, which is used in the determination of the Death Benefit and certain Policy benefits.

**Account Value Percentages:** Percentages by which the Policy's Account Value is multiplied in order to determine the minimum Death Benefit necessary to maintain the tax benefits of life insurance specified under applicable tax law. See Sections 2A and 7.

**Anniversary:** The same day in each succeeding year as the day of the year corresponding to the Policy Date.

**Application:** Your Application for this Policy, a copy of which is attached hereto and incorporated herein.

**Attained Age:** An Insured's Issue Age plus the number of completed Policy Years.

**Beneficiary:** The person or entity entitled to receive the Policy Proceeds as they become due at the Surviving Insured's death.

**Billing Period:** The interval of time specified in Section 1 over which we will bill you for the Planned Periodic Premium.

**Cash Surrender Value:** The Account Value decreased by any outstanding Policy Debt.

**Class:** The risk and underwriting classification of each Insured. See Section 1.

**Company:** Sun Life Assurance Company of Canada.

**Death Benefit:** The amount used in determining Policy Proceeds. See Section 7.

**Due Proof:** Such evidence as we may reasonably require in order to establish that Policy Proceeds or any other benefits are due and payable.

**Effective Date of Coverage:** Initially, the Policy Date; with respect to any increase in the Specified Face Amount, the Anniversary that falls on or next follows the date we approve the supplemental Application for such increase; with respect to any decrease in the Specified Face Amount, the Monthly Anniversary Day that falls on or next follows the date we receive your request for the decrease.

**Flat Extra Charge:** A fixed dollar amount charged for extra mortality which, if applicable, will be specified in Section 1.

**Grace Period:** A period of time following the date of lapse by reason of insufficient value. See Section 8.

**Initial Premium:** The Premium amount specified as such in Section 1.

**Insureds:** The persons on whose lives this Policy is issued.

**Interest Enhancement:** Additional excess interest as described in Section 8.

**Interest Enhancement Factor:** The factor, specified in Section 1 used to determine the Interest Enhancement.

**Interest Enhancement Period:** The period, specified in Section 1, during which the Interest Enhancement will apply.

**Issue Age:** Each Insured's age as of their birthday nearest the Policy Date. See Section 1.

**Issue Date:** The date from which the Incontestability and Suicide periods are measured. The Issue Date is shown in Section 1.

**Monthly Anniversary Day:** The same day in each succeeding month as the day of the month corresponding to the Policy Date.

**Monthly Cost of Insurance:** An amount deducted from the Account Value on a monthly basis for the insurance coverage provided by this Policy. See Section 8.

**Monthly Deduction:** The Monthly Cost of Insurance plus the Monthly Expense Charge. See Section 8.

**Monthly Expense Charge:** As specified in Section 1, an amount deducted from the Account Value on a monthly basis for administrative and other expenses.

**Net Amount at Risk:** An amount is used in determining the Monthly Cost of Insurance as described in Section 8.

**Net Premium:** Premium less the Premium Expense Charge.

**Our Principal Office:** Sun Life Assurance Company of Canada, One Sun Life Executive Park, Wellesley Hills, Massachusetts, 02481, or such other address as we may hereafter specify to you by written notice.

**Owner:** The person, persons or entity entitled to the ownership rights stated in this Policy.

**Partial Withdrawal:** A withdrawal of a portion of the Account Value. See Section 9.

**Planned Periodic Premium:** The Premium amount specified as such in Section 1.

**Policy:** This life insurance contract, including the Application, any supplemental Applications, any riders and any endorsements attached hereto.

**Policy Date:** The date shown in Section 1 when the Initial Premium for this Policy is due. The Monthly Anniversary Day is measured from this date.

**Policy Debt:** The principal amount of any outstanding loan against this Policy, plus accrued but unpaid interest on such loan.

**Policy Month:** A one-month period commencing on the Policy Date or any Monthly Anniversary Day and ending on the next Monthly Anniversary Day.

**Policy Proceeds:** The amount determined in accordance with the terms of this Policy which is payable upon receipt of Due Proof of the Surviving Insured's death. This amount is the Death Benefit as described in Section 7, decreased by the amount of any outstanding Policy Debt and increased by any amounts payable under any supplemental benefits. If the Surviving Insured's death occurs during the Grace Period, we will deduct any Monthly Deduction due from the Policy Proceeds.

**Policy Year:** A one-year period commencing on the Policy Date or any Anniversary and ending on the next Anniversary.

**Premium:** An amount paid to us by the Owner or on the Owner's behalf as consideration for the benefits provided by this Policy.

**Premium Expense Charge:** A charge deducted from each Premium to cover State and Federal tax obligations and for costs of issuance and administration.

**Surviving Insured:** The Insured who is living upon the death of the other Insured. If both Insureds die at the same time, then the Surviving Insured shall be the younger of the two Insureds.

**Specified Face Amount:** The amount of life insurance coverage, with the initial requested amount specified in Section 1.

---

## 4. GENERAL PROVISIONS

---

### **Entire Contract**

Your entire contract with us consists of this Policy, the Application, any supplemental Applications, any riders and any endorsements attached hereto.

### **Alteration**

Sales representatives do not have the authority to alter or modify this Policy or to waive any of its provisions. The only persons with this authority are our president, actuary, secretary or one of our vice presidents.

### **Assignments**

During the lifetime of any Insured, you may assign all or some of your rights under this Policy. All assignments must be filed at Our Principal Office in written form satisfactory to us. The assignment will then be effective as of the date you signed the form, subject to any action taken before we acknowledge receipt. We are not responsible for the validity or legal effect of any assignment.

### **Nonparticipating**

This Policy does not pay dividends.

### **Misstatement of Age or Sex**

If the age or sex of either Insured is stated incorrectly, the Death Benefit will be recalculated.

If the misstatement is discovered at death of the Surviving Insured, the death benefit will be recalculated to that which would be purchased by the most recently charged Monthly Cost of Insurance Rate for the correct age or sex of each Insured.

If the misstatement is discovered prior to death of the Surviving Insured, the Account Value will be recalculated from the Policy Date using the Monthly Cost of Insurance Rates based on the correct age or sex of each Insured.

### **Suicide**

If the Surviving Insured, whether sane or insane, commits suicide within two years after the Issue Date of this Policy, we will not pay any part of the Policy Proceeds. We will refund the Premiums paid, less any Policy Debt and less any Partial Withdrawals. If this Policy lapses and is subsequently reinstated, the two year period shall run from this Policy's Issue Date until the date of lapse and, if not expired as of the date of lapse, will resume as of the date of reinstatement for the unexpired portion. If the Surviving Insured, whether sane or insane, commits suicide within two years after the effective date of an increase in the Specified Face Amount, then our liability as to that increase will be the cost of insurance for that increase.

### **Incontestability**

All statements made in the Application or in a supplemental Application are representations and not warranties. We relied and will rely on these statements when approving the issuance, increase in Specified Face Amount or reinstatement of this Policy. No statement can be used by us in defense of a claim unless the statement was made in a written Application. In the absence of fraud, after this Policy has been in force during the lifetime of both Insureds for a period of two years from its Issue Date, we cannot contest it except for non-payment of Premiums. However, any increase in the Specified Face Amount which is effective after the Issue Date will be incontestable only after such increase has been in force during the lifetime of any Insured who provided evidence of insurability for such increase for two years from the effective date of each increase. Further, any reinstatement will be incontestable after the



reinstated Policy has been in force during the lifetime of any Insured who provided evidence of insurability for such reinstatement for two years from the effective date of reinstatement.

### **Report to Owner**

We will send you a report at least once each Policy Year. This report will show the current Specified Face Amount, interest rate, Account Value, Cash Surrender Value, interest credited and Death Benefit. It will show Premiums paid and deductions made since the last report. It will also show any Policy Debt. There is no charge for this report.

### **Illustrations**

Upon request, we will provide you once each year, at no cost, an illustration of this Policy's projected future Account Value and Death Benefit. We may charge a nominal fee, not to exceed \$50, for additional illustrations requested after the first.

---

## **5. OWNERS AND BENEFICIARIES**

---

You have the sole and absolute power to exercise all rights and privileges under this Policy without the consent of any other person unless you provide otherwise by written notice. While either Insured is alive, you may change the Owner and Beneficiary by written notice. No change or revocation will take effect unless we acknowledge receipt of the notice. If such acknowledgment occurs, then (1) a change of Beneficiary will take effect on the date the notice is signed, and (2) a change or a revocation of Owner will take effect as of the date specified in the notice, or if no such date is specified, on the date the notice is signed. A change or revocation will take effect whether or not you or the Insured is alive on the date we acknowledge receipt. A change or revocation will be subject to the rights of any assignee of record with us and subject to any payment made or other action taken by us before we acknowledge receipt.

If there is no surviving Beneficiary upon the death of the Surviving Insured, the Surviving Insured's estate will be the Beneficiary.

---

## **6. PREMIUMS**

---

The Initial Premium is due and payable as of the Policy Date specified in Section 1. Subject to our rules in effect at the time, additional Premiums may be paid to us while this Policy is in force. All Premiums after the Initial Premium are to be paid to us at Our Principal Office. You choose the Planned Periodic Premium to be billed and the Billing Period. Subject to our administrative rules, you may increase or decrease the Planned Periodic Premium or change its payment frequency at any time. Subject to the restrictions below, you may make Premium payments of any amount and at any time.

We will not accept Premium payments that would cause this Policy to fail to qualify as life insurance under applicable tax law. If such a payment is made, we will refund the amount of premium in excess of the maximum allowable amount. Additionally, after the first Policy Year, we reserve the right not to accept unscheduled premiums in any Policy Year in excess of \$25,000.

There will be no Premium due or accepted after the Monthly Anniversary Day at which the Attained Age of the younger Insured equals 121.

Evidence satisfactory to us of each Insured's insurability will be required if acceptance of a Premium will cause a greater increase in the Death Benefit than in the Account Value.

### **Premium Expense Charge**

The Premium Expense Charge will be determined by Us from time to time based on Our expectations of future expenses and taxes. However, the Premium Expense Charge is guaranteed to not be greater than the charge shown in Section 1.

---

## 7. DEATH BENEFIT

---

### Death Benefit Compliance Test

The Death Benefit compliance test is shown in Section 1. It is used to determine qualification of this Policy as life insurance under applicable tax law. This test may not be changed to another test while this Policy is in force.

### Death Benefit Option

The Death Benefit option in effect on the Policy Date is specified in Section 1. The options are:

**Option A – Specified Face Amount.** The Death Benefit is the greater of:

- (1) the Specified Face Amount; or
- (2) the Account Value multiplied by the applicable Account Value Percentage shown in Section 2.

**Option B – Specified Face Amount Plus Account Value.** The Death Benefit is the greater of:

- (1) the Specified Face Amount plus the Account Value; or
- (2) the Account Value multiplied by the applicable Account Value Percentage shown in Section 2.

**Option C – Specified Face Amount Plus Sum of Premiums paid.** The Death Benefit is the greater of:

- (1) the Specified Face Amount plus the Sum of Premiums paid; or
- (2) the Account Value multiplied by the applicable Account Value Percentage shown in Section 2.

### Method of Determining Death Benefit

The Death Benefit will be determined using the Specified Face Amount and the Account Value as of the date of the Surviving Insured's death.

### Changes in Specified Face Amount

After the first Policy Year, you may change the Specified Face Amount. A request for a change must be made in writing to Our Principal Office. A change in the Specified Face Amount will not be allowed when the Account Value is zero.

### Decreases in Specified Face Amount

The Specified Face Amount may not decrease to less than the minimum Specified Face Amount shown in Section 1. A decrease in the Specified Face Amount will be applied to the initial Specified Face Amount and to each subsequent increase in the Specified Face Amount in the following order:

- (1) first, to the most recent increase;
- (2) second, to the next most recent increases, in reverse chronological order; and
- (3) finally, to the initial Specified Face Amount.

A decrease in the Specified Face Amount will become effective on the Monthly Anniversary Day on or next following the date of request.

### Increases in Specified Face Amount

While both Insured's are living, You may make an increase in the Specified Face Amount subject to our underwriting rules in effect at that time. We will require evidence of both Insured's insurability. An increase in the Specified Face Amount will become effective on the Anniversary on or next following the date the Application for that increase is approved. You may not increase the Specified Face Amount while Death Benefit Option C is in effect.

### Changes in the Death Benefit Option

You may request a change in the death benefit option. Changes in the death benefit option are subject to Our underwriting rules in effect at the time of change. Requests for a change must be made in writing to Us. The Specified Face Amount will be adjusted such that the amount of the Death Benefit at the time of

change will not be altered. Requests for a change in the Death Benefit option must be made in writing to Our Principal Office. The effective date of the change will be the Anniversary on or next following the date of request.

---

## 8. ACCOUNT VALUE

---

### **Method of Determining Account Value**

The Account Value on the Policy Date is equal to the Net Premium less the Monthly Expense Charge. The Account Value is then determined daily by adding interest for the prior day, adding any Net Premium, and subtracting any Partial Withdrawals and Partial Withdrawal fees. On a Monthly Anniversary Day, the Monthly Deduction is deducted from the Account Value.

### **Monthly Deduction**

The Monthly Deduction equals the Monthly Cost of Insurance for the Policy Month just ended plus the Monthly Expense Charge for the Policy Month just beginning. There will be no Monthly Deductions after the Monthly Anniversary Day at which the younger Insured's Attained Age equals 121.

### **Monthly Cost of Insurance**

The Monthly Cost of Insurance equals:

- (1) the Monthly Cost of Insurance rate multiplied by the Net Amount at Risk divided by 1,000; plus
- (2) the monthly rider cost for any riders, as described in those riders; plus
- (3) any Flat Extra Charge shown in Section 1.

The Net Amount at Risk equals:

- (1) the Death Benefit; less
- (2) the Account Value on the last day of the Policy Month just ended.

### **Cost of Insurance Rates**

The Monthly Cost of Insurance rate (except for the rate applicable to any increase in the Specified Face Amount) is based on each Insured's Attained Age, sex, and risk Class on the applicable Monthly Anniversary Day.

If there are increases in the Specified Face Amount other than increases caused by changes in the Death Benefit option, the cost of insurance rates are determined separately for the initial Specified Face Amount and each increase in the Specified Face Amount. In calculating the Net Amount at Risk, the Account Value will first be allocated to the initial Specified Face Amount and then to each increase in the Specified Face Amount in the order in which the increases were made.

We may change the cost of insurance rates but never in excess of those shown in the Table of Guaranteed Maximum Cost of Insurance Rates. We will not attempt to recoup prior losses. Any increase to the Monthly Cost of Insurance rates will be based on our expectations of future experience or pricing factors which include, but are not limited to, mortality costs, persistency, interest rates, expenses and taxes.

### **Interest Rate**

The current annual interest rate will be declared on each Anniversary and will remain in effect until the next Anniversary. This rate cannot be less than the Guaranteed Interest Rate shown in Section 1. The current annual interest rate will be calculated in such manner as we may determine, based on our expectations of future experience or pricing factors which include, but are not limited to, mortality costs, persistency, interest rates, expenses and taxes. Interest credited for any portion of a Policy Month will be computed on a compound interest basis using the current annual interest rate and a daily or monthly

compounding period. Interest on the portion of the Account Value which equals the Policy Debt will be credited at the Guaranteed Interest Rate.

### **Interest Enhancement**

Additional interest will be determined annually and credited to this Policy during the Interest Enhancement Period. The additional interest is the result of a reduction in the interest margin for profit and expenses. The guaranteed interest rate will not be increased by the additional interest rate.

Each Policy Year, the additional interest will be determined as the smaller of (1) or (2), where:

- (1) is the Interest Enhancement Factor multiplied by the difference between the annual rate of interest we declare for the Policy Year and the annual Guaranteed Interest Rate; and
- (2) is the interest rate shown as the Maximum Interest Enhancement in Section 1.

### **Basis of Computation**

The basis for guaranteed maximum Monthly Cost of Insurance rates is shown in Section 2B. The rates shown in Section 2B include any extra charges indicated in Section 1 (except for flat extra charges). We have filed a detailed statement of our methods for computing Policy values with the insurance department in the jurisdiction where this Policy is delivered. These values comply with current insurance law.

### **Insufficient Value**

If, on a Monthly Anniversary Day, the Account Value after the Monthly Deduction and after deducting Policy Debt is equal to or less than zero, then this Policy will lapse for no value, subject to the Grace Period provision.

### **Grace Period**

If, on a Monthly Anniversary Day, this Policy would lapse by reason of insufficient value, we will allow a Grace Period. This Grace Period will allow 61 days from the date of lapse for the payment of a Premium sufficient to keep this Policy in force. The Premium we request is equal to the past due charges plus an amount that we estimate will keep this Policy in force for two Policy Months following the date we receive the Premium payment. Notice of this amount due will be mailed at least 31 days before the end of the Grace Period to your last known address and the last known address of any assignee of record.

### **Age 121 Continuation**

If younger Insured is alive on the Monthly Anniversary Day on which the Attained Age of such Insured is 121 and if this Policy is in force on that date, then this Policy will continue in force until the death of the Surviving Insured regardless of the amount of Account Value. The Death Benefit after that date will continue to be based on the Method of Determining Death Benefit provision in Section 7. As of that date, no more Premiums will be accepted and Monthly Deductions will cease. Any Policy Debt will continue and interest on Policy loans will continue to be charged. Interest will continue to be credited to the Account Value as provided in Section 8.

### **Important Notice**

The continuation of coverage past an Insured's Attained Age 100 may disqualify this Policy from treatment as "life insurance" as defined by the Internal Revenue Code. We recommend that you consult a tax professional.

---

## **9. POLICY BENEFITS**

---

### **Benefits at Death**

The Policy Proceeds will be paid in a lump sum upon our receipt of Due Proof of the Surviving Insured's death. If not paid within 30 days of our receipt of Due Proof, the Policy Proceeds will include 8% interest, measured from the date of the Surviving Insured's death to the date of payment.

**Cash Surrender Value**

You may surrender this Policy for its Cash Surrender Value at any time.

**Partial Withdrawal**

After the first Policy Year, You may make a Partial Withdrawal from this Policy once each Policy Month. The Specified Face Amount will be reduced by the amount of the withdrawal. However, to the extent necessary, the Specified Face Amount will be changed so that (1) does not exceed (2), where:

- (1) is the Death Benefit minus the Account Value immediately after the Partial Withdrawal; and
- (2) is the Death Benefit minus the Account Value immediately before the Partial Withdrawal.

If a requested Partial Withdrawal would reduce the Specified Face Amount to less than the Minimum Specified Face Amount shown in Section 1, we will reduce the Partial Withdrawal by the amount necessary to keep the Specified Face Amount equal to the Minimum Specified Face Amount.

A Partial Withdrawal Fee as shown in Section 1 will also be deducted from the Account Value.

**Policy Loan**

You may request a Policy loan. The maximum Policy loan is equal to:

- (1) the Cash Surrender Value; less
- (2) the Monthly Deductions remaining in the current Policy Year; less
- (3) the accrued interest that will be applied to the Policy Debt on the next Anniversary.

Interest on all Policy loans will accrue from day to day at the Policy loan interest rate shown in Section 1. This interest shall be due and payable on each Anniversary. Any unpaid interest will be added to the principal amount of the Policy loan and will bear interest at the same rate and in the same manner as the Policy loan.

We will accept repayment of any Policy loan at any time prior to the Surviving Insured's death. When the Policy Proceeds become due, we will deduct the Policy Debt from the amount due.

**Deferral of Payment**

We reserve the right to defer payment of the Cash Surrender Value, Policy loan or Partial Withdrawal amount for a period not exceeding six months from the date we receive your request. We will not defer payment if the Policy loan is to be used to pay premiums on any policy with us.

**Policy Exchange Option**

You may exchange this Policy for two new single life Policies on the life of each Insured with evidence of insurability subject to the following conditions:

1. Either (a) or (b) must be met.
  - a. In the case of divorce, a final divorce decree issued by a court of competent jurisdiction in the United States on the Insureds' marriage must be in effect for at least six months, but not more than one year before the exchange date. Evidence of such decree must be received by us prior to the exchange date.
  - b. In the case of a change in the Federal Tax Law, the change in law must result in either (i) a reduction in the Unlimited Federal Estate Tax marital deduction; or (ii) a reduction in the maximum Federal Estate Tax bracket rate to a rate below 25%. You must request the exchange in writing within six months of the first enactment date of a qualifying change in Federal Tax Law.
2. Both Insureds must be living on the exchange date and this Policy must be in force.
3. We must have evidence satisfactory to us of the Owner's insurable interest in the living Insureds as of the exchange date.

4. We must receive written agreement to the exchange from any assignees and irrevocable Beneficiaries of the Policy.
5. The initial premium due on each of the new Policies must be paid on or before the exchange date, in addition to a \$200 exchange processing fee.

The exchange date is the Policy Anniversary on or next following the date item 1 above is satisfied.

The Specified Face Amount of each new Policy will be up to one half of the Specified Face Amount and any applicable Supplemental Insurance Amount provided by rider attached to this Policy. The new Policies will be policies that we offer for this purpose on the exchange date. The Policy Date of the new policies will be the exchange date. The cost of insurance rates for each new policy will be based on the age, sex and class of each Insured on the Policy Date of this Policy. This Policy's Cash Surrender Value will be applied to each new Policy as of the exchange date in the same proportion as the Specified Face Amount applied to each new Policy. The addition of supplemental benefit riders to either or both of the new Policies will require our consent and evidence of insurability satisfactory to us.

### **Termination**

This Policy terminates on the earliest of:

- (1) The date we receive your request to surrender it for the Cash Surrender Value;
- (2) The expiration of the Grace Period;
- (3) The date of death of the Surviving Insured.

### **Reinstatement**

If this Policy terminates, other than due to a request to surrender, you may reinstate it within five years of the date of termination. Reinstatement requires that we receive:

- (1) Evidence satisfactory to us of the insurability of each living Insured; plus
- (2) An amount sufficient to put this Policy in force.

An amount sufficient to put this Policy in force is equal to:

- (1) All Monthly Deductions unpaid for the period prior to the date of Policy termination; plus
- (2) An amount that will keep this Policy in force for two Policy Months following the date of reinstatement.

Policy Debt must be repaid or reinstated. The effective date of a reinstated Policy will be the date we approve your request for reinstatement.

---

# SUN LIFE ASSURANCE COMPANY OF CANADA

---

**U.S. Headquarters Office:**  
[One Sun Life Executive Park  
Wellesley Hills, MA 02481  
800-225-3950]  
**Head Office:**  
[Toronto, Canada]

---

## FLEXIBLE PREMIUM SURVIVORSHIP UNIVERSAL LIFE INSURANCE POLICY

Policy Proceeds are payable upon receipt of Due Proof of the Surviving Insured's death.

Premiums Payable to the younger Insured's attained age 121.

Does not participate in dividends.



---

---

# SUN LIFE ASSURANCE COMPANY OF CANADA

---

---

## SUPPLEMENTAL INSURANCE RIDER

---

**This rider is part of, and subject to the other terms and conditions of, the Policy to which it attaches. This rider is effective on the Policy's Issue Date unless a different date is specified in Section 1 of the Policy.**

---

### **Benefit**

This rider, while in force, will increase the death benefit payable on the death of the Surviving Insured as described below. The Supplemental Insurance Amount (SIA) for each Policy Year is specified in Section 1 of the Policy. The added death benefit is the greater of zero or the result of a) minus b) where:

- a. is the Supplemental Insurance Amount (SIA);
- b. is the excess, if any, of the Death Benefit as described in Section 7 of the Policy over 1) or 2) or 3):
  - 1. The Specified Face Amount if Death Benefit Option A is in effect;
  - 2. The Specified Face Amount plus the Account Value if Death Benefit Option B is in effect;
  - 3. The Specified Face Amount plus the sum of Premiums if Death Benefit Option C is in effect.

If a Waiver of Monthly Deductions rider is also attached to the Policy and is in force, then the monthly rider cost for the SIA will be waived whenever the monthly deductions for the Policy are waived.

### **Monthly Rider Cost**

The Monthly Rider Cost is equal to a) plus b) plus c) plus d) where:

- a. is the Monthly Rider Cost of Insurance;
- b. the Monthly Rider Charge specified in Section 1 of the Policy;
- c. is the additional charge for the concurrent attachment of any Waiver of Monthly Deductions Rider;
- d. is the Flat Extra Charge specified in Section 1 of the Policy, if applicable.

The Monthly Rider Cost of Insurance equals the Monthly Rider Cost of Insurance rate multiplied by the added death benefit (as described in the Benefit section above) divided by 1000. We may change the Monthly Rider Cost of Insurance rates but never in excess of those shown in the Table of Guaranteed Maximum Cost of Insurance Rates in Section 2B of the Policy. We will not attempt to recoup prior losses. Any increase to the Monthly Rider Cost of Insurance rates will be based on our expectations of future experience or pricing factors which include, but are not limited to, mortality costs, persistency, interest rates, expenses and taxes.

The Monthly Rider Cost of Insurance rate (except for the rate applicable to any increase in the SIA) is based on the Insured's Attained Age, sex, and risk Class on the applicable Monthly Anniversary Day.

If there are increases in the SIA, the Monthly Rider Cost of Insurance rates are determined separately for the initial SIA and for each increase in the SIA.

If the Waiver of Monthly Deductions Rider is in force, the monthly rider cost for this rider will include an additional amount equal to the SIA as shown in Section 1 of the Policy multiplied by the rate shown in the monthly rider cost section for the Waiver of Monthly Deductions rider.



**Changes to the SIA**

**Increases:** You may request an increase to the SIA once each Policy Year by written request to our Principal Office. Increases in the SIA are subject to Our underwriting rules in effect at the time of request for the increase in SIA and require satisfactory evidence of insurability for both insureds. The change will take effect on the Policy Anniversary on or next following the date We approve the request.

**Decreases:** If you request a decrease in the amount of insurance coverage, we will decrease the SIA in the following order:

- a. first, to the most recent increase in SIA;
- b. second, to the next most recent SIA increases in reverse chronological order;
- c. last, to the initial SIA.

A decrease will become effective on the Monthly Anniversary Day on or next following the date of request.

The SIA may not decrease below the minimum SIA shown in Section 1 of the Policy.

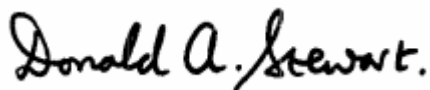
**Incontestability and Suicide**

The Incontestability and Suicide provisions of the Policy apply to the SIA of this rider. Any increase in SIA will be incontestable after such increase has been in force for two years from its effective date. If the Surviving Insured, whether sane or insane, commits suicide within two years after the date this rider is effective or within two years after the effective date of any increase in SIA under this rider, then Our liability will be the rider cost for the original SIA or increase amount as the case may be.

**Termination**

This rider will terminate at the earliest of the following dates:

- a. The receipt of your written request for termination of this rider;
- b. The effective date of a requested decrease which reduces the SIA to zero;
- c. The termination of the Policy; and
- d. The Policy Anniversary on which the Surviving Insured is Attained Age 121.



[Donald A. Stewart, Chief Executive Officer]

---

# SUN LIFE ASSURANCE COMPANY OF CANADA

---

---

## POLICY SPLIT OPTION RIDER

---

**This rider is part of the Policy to which it attaches and is effective as of the Policy Date. It is part of, and subject to, the other terms and conditions of the Policy. If the terms of this rider and the Policy conflict, this rider's provisions will control.**

---

### **Benefit**

Subject to the provisions of this rider, you may exchange the survivorship Policy for two new single life Policies on the life of each Insured without evidence of insurability.

### **Monthly Rider Charge**

There is a charge for this rider that will be deducted monthly from the Account Value. This charge is equal to the monthly rider charge rate shown in Section 1 of the Policy, multiplied by the sum of the Specified Face Amount and any Supplemental Insurance Amount.

### **Conditions for Exchange**

The following conditions must be met to make an exchange of the survivorship Policy for two new single life Policies on the life of each Insured:

1. Either (a) or (b) must be met.
  - (a) In the case of divorce, a final divorce decree issued by a court of competent jurisdiction in the United States on the Insureds' marriage must be in effect for at least six months, but not more than one year before the exchange date. Evidence of such decree must be received by us prior to the exchange date.
  - (b) In the case of a change in the Federal Tax Law, the change in law must result in either (i) a reduction in the Unlimited Federal Estate Tax marital deduction; or (ii) a reduction in the maximum Federal Estate Tax bracket rate to a rate below 25%. You must request the exchange in writing within six months of the first enactment date of a qualifying change in Federal Tax Law.
2. Both the Insureds must be living on the exchange date and the Policy and this rider must be in force.
3. We must have evidence satisfactory to us of your insurable interest in both Insureds as of the exchange date.
4. We must receive written agreement to the exchange from any assignees and irrevocable Beneficiaries of the Policy.
5. The initial premium due on each of the new Policies must be paid on or before the exchange date, in addition to a \$200 exchange processing fee.

### **Exchange Date**

The exchange date is the Policy Anniversary on or next following the date item 1 in Conditions for Exchange is satisfied.

### **The New Policies**

The Specified Face Amount of each new Policy will be up to one half of the sum of the Specified Face Amount and any Supplemental Insurance Amount of the survivorship Policy. The new Policies will be those that we offer for this purpose on the exchange date. The Policy Date of the new Policies will be the

exchange date. The cost of insurance rates for each new Policy will be based on the age, sex and class of each Insured on the Policy Date of the survivorship Policy. Unless otherwise directed, the Cash Surrender Value of the survivorship Policy will be applied to each new Policy as of the exchange date in the same proportion as the Specified Face Amount applied to each new Policy.

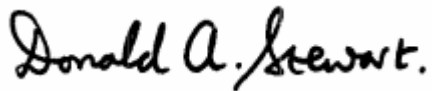
**Riders**

The addition of supplemental benefit riders to either or both of the new Policies will require our consent and evidence of insurability satisfactory to us.

**Termination**

This rider will terminate on the earliest of:

1. the exchange date;
2. the date the Policy terminates in accordance with the Grace Period provision of the Policy;
3. the date the Policy is surrendered for its Cash Surrender Value; or
4. the date we receive a written request from you to terminate this rider.

A handwritten signature in black ink that reads "Donald A. Stewart." The signature is written in a cursive, flowing style.

[Donald A. Stewart, Chief Executive Officer]

SERFF Tracking Number:	SUNL-126107173	State:	Arkansas
Filing Company:	Sun Life Assurance Company of Canada	State Tracking Number:	42099
Company Tracking Number:	MSUL-2009		
TOI:	L09I Individual Life - Flexible Premium Adjustable Life	Sub-TOI:	L09I.001 Single Life
Product Name:	Sun Prime Survivorship UL		
Project Name/Number:	Sun Prime Survivorship UL/MSUL-2009		

## Supporting Document Schedules

	Item Status:	Status Date:
<p><b>Satisfied - Item:</b> Flesch Certification</p> <p><b>Comments:</b></p> <p><b>Attachments:</b></p> <p>Readability Certification - AR.pdf</p> <p>Actuarial&amp;Officer-Certification of Compliance -Reg 34 - AR.pdf</p> <p>Certification of Compliance-Reg 19 - AR.pdf</p>		
<p><b>Satisfied - Item:</b> Application</p> <p><b>Comments:</b></p> <p>Application form UND 14-652 approved 8/2/07.</p> <p><b>Attachment:</b></p> <p>UND 14-652 M-Group Part I Generic.pdf</p>		
<p><b>Bypassed - Item:</b> Outline of Coverage</p> <p><b>Bypass Reason:</b> Not applicable.</p> <p><b>Comments:</b></p>		
<p><b>Satisfied - Item:</b> Statement of Variability</p> <p><b>Comments:</b></p> <p><b>Attachment:</b></p> <p>MSUL-2009 SOV 4-7-09.pdf</p>		

**STATE OF ARKANSAS  
READABILITY CERTIFICATION**

**COMPANY NAME:** Sun Life Assurance Company of Canada

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
MSUL-2009	50.1
MSUL-SIR-2009	50
MSUL-PSOR-2009	52.2



---

Thomas Miele  
Assistant Vice President

---

April 7, 2009  
Date

**STATE OF ARKANSAS**  
**CERTIFICATION OF COMPLIANCE**

Company Name: Sun Life Assurance Company of Canada

Form Title(s): Flexible Premium Universal Life Insurance Policy

Form Number(s): MSUL-2009, MSUL-SIR-2009 and MSUL-PSOR-2009

I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Arkansas Regulation 34.



---

Thomas Miele  
Assistant Vice President

---

April 7, 2009

Date



---

Olga Rasin, FSA, MAAA  
Associate Product Officer

---

April 7, 2009

Date

**STATE OF ARKANSAS**  
**CERTIFICATION OF COMPLIANCE**

**Company Name:** Sun Life Assurance Company of Canada

**Form Title(s):** Flexible Premium Universal Life Insurance Policy

**Form Number(s):** MSUL-2009, MSUL-SIR-2009 and MSUL-PSOR-2009

I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Reg. 19, as well as the other laws and regulations of the State of Arkansas.

A handwritten signature in black ink, reading "Thomas Miele". The signature is fluid and cursive, with a long horizontal stroke at the beginning.

---

Thomas Miele  
Assistant Vice President

---

April 7, 2009  
Date

# Sun Life Assurance Company of Canada Sun Life Assurance Company of Canada (U.S.)

(Hereinafter referred to as "the Company")

One Sun Life Executive Park, Wellesley Hills, MA 02481



## Part I of Application for Sun Prime Series Life Insurance

### Section A: Insured First Insured

1a. Ms. ___ Mr. ___ Dr. ___ Miss ___ Mrs. ___		1b. Name (first, middle initial, last)		1c. Male ___ Female ___		1d. Birth Date (m/d/y)	
1e. Birthplace (country/state)		1f. Social Security/Tax ID Number		1g. Home Phone Number		1h. Work Phone Number	
1i. Address (street, city, state, zip code, country) (If mailing address differs, provide in Section K.)							
1j. Permanent U.S. Resident Yes ___ No ___		1k. Years in U.S.	1l. U.S. Citizen Yes ___ No ___	1m. If No: Valid Green Card or Visa Number		1n. Driver's License State of Issue	
1o. Driver's License Number		1p. Occupation, Employer Name and Address					

### Second Insured

2a. Ms. ___ Mr. ___ Dr. ___ Miss ___ Mrs. ___		2b. Name (first, middle initial, last)		2c. Male ___ Female ___		2d. Birth Date (m/d/y)	
2e. Birthplace (country/state)		2f. Social Security/Tax ID Number		2g. Home Phone Number		2h. Work Phone Number	
2i. Address (street, city, state, zip code, country) (If mailing address differs, provide in Section K.)							
2j. Permanent U.S. Resident Yes ___ No ___		2k. Years in U.S.	2l. U.S. Citizen Yes ___ No ___	2m. If No: Valid Green Card or Visa Number		2n. Driver's License State of Issue	
2o. Driver's License Number		2p. Occupation, Employer Name and Address					

### Section B: Owner

If the Owner is the same as the Insured, specify: First Insured \_\_\_ Second Insured \_\_\_ Both \_\_\_ and **ONLY complete question 1g- Email Address.** Specify: Company \_\_\_ Individual \_\_\_ Trust \_\_\_

1a. Owner Name			1b. Relationship to Insured				
1c. Social Security/Tax ID Number		1d. Birth/Trust Date (m/d/y)		1e. Permanent U.S. Resident: Yes ___ No ___		1f. U.S. Citizen: Yes ___ No ___	
1g. Email Address			1h. Phone Number				
1i. Name(s) Authorized Company Representative(s)/Trustee(s)						1j. State Trust Established	
1k. Address (street, city, state, zip code, country)							
1l. Contingent Owner: Name, Relationship to Insured							



**Section C: Coverage****Universal Life (UL)**

<b>1a. [Sun Prime Protector Universal Life]</b> ____ [ _____ ]	<b>2a. [Sun Prime Survivorship Universal Life]</b> ____ [ _____ ]
<b>1b. Face Amount</b> \$ _____	<b>2b. Face Amount</b> \$ _____
<b>1c. Supplemental Benefits/Riders:</b> __Accidental Death Benefit Rider (face amount) \$ _____ __Exchange of Insured Rider __Waiver of Monthly Deductions Rider __Charitable Giving Benefit Rider** __Payment of Stipulated Premium Amount Rider (stipulated amount) \$ _____ __Enhanced Surrender Value Rider __Supplemental Insurance Rider (face amount) \$ _____ [ _____ ]	<b>2c. Supplemental Benefits/Riders:</b> __Estate Preservation Rider __Policy Split Option __Charitable Giving Benefit Rider** __Supplemental Insurance Rider (face amount) \$ _____ [ _____ ]
<b>1d. Death Benefit Options – Select One:</b> __Option A – Face Amount (Level) __Option B – Face Amount plus Account Value [ _____ ]	<b>2d. Death Benefit Options – Select One:</b> __Option A – Face Amount (Level) __Option B – Face Amount plus Account Value [ _____ ]

**Variable Universal Life (VUL)**

<b>3a. [Prime VUL]</b> ____ [ _____ ] <b>3b. Face Amount</b> (excluding Supplemental Benefits) \$ _____ <b>3c. Supplemental Benefits/Riders:</b> __Charitable Giving Benefit Rider** __Payment of Stipulated Premium Amount Rider (stipulated amount) \$ _____ __Waiver of Monthly Deductions Rider __Supplemental Insurance Rider (face amount) \$ _____ __Accelerated Benefits Rider __Enhanced Cash Surrender Value Rider __Long Term Accumulation Rider __Loan Lapse Protection Rider [ _____ ] <b>3d. Death Benefit Options – Select One:</b> __Option A – Face Amount (Level) __Option B – Face Amount plus Account Value [__Option C – Specified Face Amount plus Premiums] [ _____ ]
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**\*\*Charitable Giving Benefit Rider – Complete if selected above:**

<b>4a.</b> Name of Accredited Organization	<b>4b.</b> 501(c) Tax ID Number
<b>4c.</b> Address	<b>4d. After you receive confirmation of the charitable organization, choose one:</b> I/We will notify the charity of my/our intent ____OR Permit the Company to notify the charity of my/our intent upon my/our death ____

## Section D: Premium Plan and Fund Information

Ensure the information matches the illustration.

1a. Planned Periodic Premium Amount
1b. Frequency <input type="checkbox"/> Annual <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Monthly (pre-authorized checking) <input type="checkbox"/> List Bill (If existing list bill, provide number: _____)
1c. Will the premium for this policy be financed through single or multiple loan(s) from a private or public lender now or in the future?    Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, complete the Life Insurance Source of Premium Eligibility Questionnaire.
1d. Definition of Life Insurance Test to be Used <input type="checkbox"/> Guideline Premium Test <input type="checkbox"/> Cash Value Accumulation Test

## Section E: Beneficiary

1a. Primary Name	1b. Relationship	1c. %
2a. Primary Name	2b. Relationship	2c. %
3a. Primary Name	3b. Relationship	3c. %
4a. Contingent Name	4b. Relationship	4c. %
5a. Contingent Name	5b. Relationship	5c. %

**Note:** Unless otherwise specified: The surviving beneficiaries within a class (primary or contingent) will share equally.

## Section F: Payor

1. If payor is Insured or Owner check here ☐ and move to section G.
2. If payor is other than the Insured or Owner, indicate type ☐ Company ☐ Individual ☐ Trust and complete questions 2a – 2d. ☐

2a. Name	2b. Social Security/Tax ID Number
2c. Mailing Address (street, city, state, zip code, country)	
2d. Name(s) of Authorized Representative(s) (only if a Company is the Payor) or Trustee(s) if a Trust is the Payor.	

## Section G: Other Insurance/Replacement Information

1. Does the Applicant/Owner(s) have any existing individual life insurance policy or annuity contract, including those under a binding or conditional receipt or those within an unconditional refund period? \_\_\_ Yes \_\_\_ No

2. Will any existing life insurance policy or annuity contract be lapsed, forfeited, surrendered, partially surrendered, assigned, reduced in value or used as a source of premium for the coverage for which application is being made? \_\_\_ Yes \_\_\_ No

If the answer to No. 1 is "yes", provide the applicable state form(s). If the answer to No. 2 is "yes", provide the applicable state form(s) and provide the information requested in the following table.

Insurance Company	Insured or Annuitant	Policy or Contract Number

3. If a replacement is involved, is it intended as an IRC Section 1035 exchange? \_\_\_ Yes \_\_\_ No  
If yes, provide the necessary forms.

4. For each Proposed Insured, provide details below for all insurance in-force and/or pending, on either a formal or an informal basis, with the Company and any other companies. Include those policies or applications owned personally or by a third party, including but not restricted to individuals(s), business, charity, life settlement or viatical company. **If none, Individual or First Insured initial here \_\_\_\_\_, Second Insured initial here \_\_\_\_\_.**

Proposed Insured	Insurance Company	Business/ Personal/ Settlement	Issue Year/Pending	Formal/ Informal	Total Face Amount	Policy Number
a.						
b.						
c.						
d.						
e.						

5. For each Proposed Insured, state the ultimate amount of life insurance coverage that will be in place on each life (excluding group life or corporate owned life insurance) with the issue of this policy and any other pending application with another company.

Individual or First Insured \$\_\_\_\_\_ Second Insured \$\_\_\_\_\_

6. Is the policy applied for through this application being purchased for the purpose of being assigned or sold to a third party or will it replace a policy whose ownership has been assigned or sold to a third party? \_\_\_ Yes \_\_\_ No  
If yes, complete Part 2 of the Life Insurance Source of Premium Eligibility Questionnaire.

7. If a policy applied for through this application is issued by the Company, will the policy within the next three years be used for any purpose other than the purpose indicated in Section H (Finances/Plan Use) of this application? \_\_\_ Yes \_\_\_ No  
If yes, provide details:

---

---

---

8. Has an Application for insurance on the life/lives of the Proposed Insured(s) been declined or offered on a basis other than applied? \_\_\_ Yes \_\_\_ No

If yes, provide details: \_\_\_\_\_

## Section H: Finances/Plan Use

1. Total Household Income \$	2. Total Household Net Worth \$
------------------------------	---------------------------------

3. The coverage will be used primarily for:  
☐ Income Replacement ☐ Split Dollar ☐ Business Continuity ☐ Supplemental Retirement Income  
☐ Deferred Compensation Plan ☐ Estate Plan ☐ Key Person ☐ Charitable Gift ☐ Bonus Plan  
☐ Premium Financing ☐ Other \_\_\_\_\_

### VUL Suitability:

4. Has it been explained to you that the values and benefits provided by the coverage are based on the investment experience of a separate account and may increase or decrease depending upon the investment experience?..... ☐ Yes ☐ No  
 5. Is the coverage, as applied for, in accordance with the insurance and financial objectives you have expressed? ..... ☐ Yes ☐ No

## Section I: Proposed Insured(s) Lifestyle Information

	Insured 1	Insured 2
1. Have you used tobacco, (cigarettes, cigars, chewing tobacco, etc.) or products containing nicotine (nicorette gum, nicotine patch, etc.) within the past 12 months? . . . . .	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Have you used tobacco or nicotine products in the past and stopped? . . . . .	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, date stopped: _____		
3. Do you plan to travel or reside outside of the U.S. and Canada in the next two years? . . . . .	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, submit the required Foreign Travel/Residence/Citizenship Questionnaire.		
4. Do you hold an active pilot's license? . . . . .	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Have you flown as a pilot or co-pilot in any type of aircraft, within the past two years? . . . . .	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, submit the required Aviation Questionnaire.		
6. Have you participated in scuba diving, parachuting, hang gliding, motorized racing or any hazardous sport? If yes, indicate the sport: _____ ..	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. While operating a motor vehicle, boat or aircraft, in the last five years, have you:		
a. Been charged with any moving violations? . . . . .	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. Had an operator's license restricted, suspended or revoked? . . . . .	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
c. Been charged with operating under the influence of alcohol or drugs? . . . . .	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, provide details: _____		

## Section J: Proposed Insured(s) Medical Contact Information

First Proposed Insured		Second Proposed Insured	
1a. Name, Phone Number and Address of Primary Physician/Health Care Provider		2a. Name, Phone Number and Address of Primary Physician/Health Care Provider	
1b. Reason for Last Visit	1c. Date (m/d/y)	2b. Reason for Last Visit	2c. Date (m/d/y)
1d. Name, Phone Number and Address of Medical Specialist Last Seen		2d. Name, Phone Number and Address of Medical Specialist Last Seen	
1e. Reason for Last Visit and Results	1f. Date (m/d/y)	2e. Reason for Last Visit	2f. Date (m/d/y)

If the application is being submitted on a non-medical basis, complete a separate Part II of Application for Life insurance.

## Section K: Additional Information/Special Requests

---



---



---

## Section L: Signature Section

### Declarations

I/We understand and agree that:

1. The information provided in this Application (Part I and Part II Medical, if required) is the basis for and becomes part of the insurance contract issued as a result of this Application.
2. No broker/registered representative or medical examiner has the authority to make or modify the Company's guidelines, to decide whether anyone proposed for insurance is an acceptable risk or to waive any of the Company's rights or requirements.
3. In accepting coverage, I/we also accept any corrections and amendments made by the Company. No change in plan, amount, benefits, age at issue or classification can be made without my/our written consent. However, the Company may change non-guaranteed elements of the coverage at its sole discretion.
4. Except as provided in a Temporary Life Insurance Agreement having the same date as the Application, no insurance requested in this Application will be effective (a) until coverage is issued during the lifetime of the Proposed Insured(s); and (b) until the Company has received the first full premium due on any coverage that is not Variable Universal Life or the initial premium due on any Variable Universal Life coverage requested; and (c) **the statements made in this Application are still complete and true as of the date the coverage is delivered.**
5. Sales illustrations are used to assist in understanding how the coverage could perform over time, under a number of assumptions. I/we acknowledge that rates of return or credited interest rates assumed in sales illustrations are hypothetical only and are not estimates or guarantees. The actual performance of any such coverage, including account values, cash surrender values, death benefit and duration of coverage, will be different from what may be illustrated because the hypothetical assumptions used in an illustration may not be indicative of actual future performance. I/we also understand that any sales illustration used is not a contract and will not become part of any coverage issued by the Company.
6. In connection herewith, it is expressly acknowledged that the insurance, as applied for, is suitable for the insurance needs and financial objectives of the undersigned.

I/we declare that the statements and answers in this Application are complete and true to the best of my/our knowledge and believe that they are correctly recorded.

I/we understand that any person who knowingly and with intent to defraud any insurance company or other person files an Application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects that person to criminal and civil penalties.

For Variable Universal Life applications, I/we also hereby understand and agree that values and benefits provided by the life insurance coverage applied for are based on the investment experience of a separate account and are not guaranteed, such that:

- **The death benefit amount may increase or decrease to reflect the investment experience of the various sub-accounts.**
- **The duration of coverage may increase or decrease due to the investment experience of the variable sub-accounts.**
- **The account value and cash surrender value may increase or decrease to reflect the investment experience of the variable sub-accounts.**
- **With respect to the variable sub-accounts, there is no guaranteed minimum coverage value nor are any coverage values guaranteed as to dollar amount.**

The owner acknowledges receipt of a current prospectus from the Company for the variable universal life insurance.

I/we understand all the policy features, including the financial impact of the Supplemental Insurance Rider as it was explained to me by the Broker/Registered Representative listed below.

**Customer Identification Notice:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who makes an application. This means we will ask you for your name, address, date of birth and other information that will allow us to identify you. We may ask to see your driver's license or other identifying documents.

I acknowledge receipt of the Customer Identification Notice. I understand that the identity information being provided by me is required by Federal law to be collected in order to verify my identity and I authorize its use for this purpose.

**Authorization**

I/we, hereby authorize any: (a) physician, health care provider, health plan, medical professional, hospital, clinic, laboratory, pharmacy or other medical or health care facility, that has provided payment, treatment or services to me or on my behalf; (b) insurance company; (c) state department of motor vehicles; (d) consumer reporting agency; or the Medical Information Bureau, Inc., to disclose or furnish to the Underwriting Department of the Company, their subsidiaries, affiliates, third party administrators and reinsurers, any and all non-health information relating to me.

I/we understand that the Company will use the information it obtains to: (a) underwrite my Application for coverage, (b) make eligibility, risk rating, coverage issuance and enrollment determinations; (c) obtain reinsurance; (d) administer claims and determine or fulfill responsibility for coverage and provision of benefits; (e) administer coverage; and/or (f) conduct other legally permissible activities that relate to any coverage I/we have or have applied for with the Company.

I/we hereby authorize the Company to disclose any information it obtains about me to the Medical Information Bureau, Inc., or any other life insurance company with which I/we do business. I/we understand that the Company will not disclose information it obtains about me except as authorized by this Authorization; as may be required or permitted by law; or as I/we may further authorize. I/we understand that if information is redisclosed as permitted by this Authorization, it may no longer be protected by applicable federal privacy law.

This Authorization shall apply to information relating to my dependents if they are to be insured under the life insurance coverage applied for.

I/we understand that: (a) this Authorization shall be valid for 24 months from the date I sign it; (b) I/we may revoke it at any time by providing written notice to the Underwriting Department of the Company at the address shown on page 1 of this form, subject to the rights of any person who acted in reliance on it prior to receiving notice of its revocation; and (c) my authorized representative and I/we are entitled to receive a copy of the Authorization upon request. A copy of this Authorization shall be as valid as the original.

Signature of Proposed Insured (not required if under age 15)	Signature of 2nd Proposed Insured (not required if under age 15)
Signature of Personal Representative of Proposed Insured	Signature of Personal Representative of Proposed Insured
Relationship to Proposed Insured	Relationship to Proposed Insured
Signature of Owner (if other than Proposed Insured)	Signature of Owner (if other than Proposed Insured)
Signature of Co-Owner	Signature of Co-Owner
Signature of Broker/Registered Representative	

Signed by Owner at:

City/State	Date (m/d/y)
------------	--------------

## Section M: Broker's/Registered Representative's Report Page

- |                                                                                                                                                                                                                                                                  | Life One       | Life Two       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------|
| 1. If the Application was taken on a non-medical basis, were answers from the Proposed Insured(s) obtained personally and in your presence? .....                                                                                                                | ___ Yes ___ No | ___ Yes ___ No |
| 2. Does the Proposed Insured(s) appear to be in good health? .....                                                                                                                                                                                               | ___ Yes ___ No | ___ Yes ___ No |
| 3. Are you aware of anything about the lifestyle, habits or driving record of the Proposed Insured(s) that would have an adverse effect on insurability? .....                                                                                                   | ___ Yes ___ No | ___ Yes ___ No |
| If yes, provide details: _____                                                                                                                                                                                                                                   |                |                |
| 4. Do you have any knowledge as to whether a formal or informal application for life insurance on the Proposed Insured has been submitted to another insurer or reviewed by one or more reinsurance companies on a facultative basis? .....                      | ___ Yes ___ No | ___ Yes ___ No |
| If yes, provide details: _____                                                                                                                                                                                                                                   |                |                |
| 5. Previous address of Proposed Insured(s) if moved within the last two years: _____                                                                                                                                                                             |                |                |
| 6. Does the Applicant/Owner(s) have any existing individual life insurance policy or annuity contract, including those under a binding or conditional receipt or those within an unconditional refund period? ___ Yes ___ No                                     |                |                |
| If "yes", provide the applicable state form(s).                                                                                                                                                                                                                  |                |                |
| 7. Will any existing life insurance policy or annuity contract be lapsed, forfeited, surrendered, partially surrendered, assigned, reduced in value or used as a source of premium for the coverage for which application is being made? ___ Yes ___ No          |                |                |
| If "yes", provide details and applicable state form(s).                                                                                                                                                                                                          |                |                |
| 8. Based on your reasonable inquiry about the Owner's financial situation, insurance objectives and needs, do you believe that the coverage as applied for is suitable for the insurance needs and anticipated financial objectives of the Owner? ___ Yes ___ No |                |                |
| 9. Proposed Insured's Marital Status: Life One _____ Life Two _____                                                                                                                                                                                              |                |                |
| 10. Proposed Insured's Annual Household Income: Life One _____ Life Two _____                                                                                                                                                                                    |                |                |

### CERTIFICATION:

I, \_\_\_\_\_ certify:

Print Registered Representative's Name

1. (a) that the questions contained in this Application were asked of the Proposed Insured(s) and Owner and correctly recorded; (b) that this Application, report and any accompanying information are complete and true to the best of my knowledge and belief; (c) that I have given the Proposed Insured(s) the Privacy Information Notices including Medical Information Bureau, Inc. (MIB, Inc.), Fair Credit Reporting Act, and Consumer Report Notices; and (d) that the provisions of the Temporary Life Insurance Agreement, including limitations and exclusions, have been explained to the Owner.
2. For Variable Universal Life applications: (a) that I have reviewed with the Owner all the policy features and have given a current prospectus for the plan of insurance indicated in Section C of this Application, and (b) that information regarding the policy applied for and the Owner's financial situation, insurance objectives and needs has been submitted to my Broker/Dealer for suitability review.
3. That evidence as to the identities of the Owner(s) has been obtained and recorded.
4. That the source of funds for purchase of the insurance has been obtained and recorded.

### Anti-Money Laundering Customer Identity Information

I have reviewed the Owner's identity document presented and recorded the following information from it:

Applicant's Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_  
ID Document (Individual) \_\_\_\_\_  
(e.g., Driver's License)  
ID Document (Corporation or other non-natural person) \_\_\_\_\_  
(e.g., a government issued document showing the existence of the entity, e.g., a certificate of good standing or equivalent)  
ID Number \_\_\_\_\_ Expiration Date \_\_\_\_/\_\_\_\_/\_\_\_\_

**Anti-Money Laundering Training**

I have received relevant anti-money laundering training within the last 12 months, given by the Company, another insurance company or other financial institution, or offered through a national association (e.g., NAIFA, NAILBA) or competent third party (e.g., LIMRA). I also hereby acknowledge my obligations, including compliance with the Company's Anti-Money Laundering Program, as described in the Company's Market Conduct Guide for Individual Life and Annuity Producers.

Date (m/d/y)	State Insurance License Number	Signature(s) of Broker(s)/Registered Representative(s)
		X
		X
		X



**SUN LIFE ASSURANCE COMPANY OF CANADA**  
**Memorandum of Variable Materials**  
**For Forms MSUL-2009, MSUL-SIR-2009 and MSUL-PSOR-2009**

**April 7, 2009**  
**Variability denoted by bracketing.**

<b>Page No.</b>	<b>Field</b>	<b>Scope of Variation</b>
1	Canada Headquarters	Address and phone number are bracketed to accommodate future changes.
1	Head Office	Address is bracketed to accommodate future changes.
1	Product Name	Product currently named Sun Prime Universal Life Survivorship but this may change in the future and this would be updated to reflect any change in marketing name.
1	Insureds	Hypothetical
1	Policy Number	Hypothetical
1	Officers	These will vary if officers change
3	Insureds	Hypothetical
3	Policy Number	Hypothetical
3	Issue Age, Sex	Issue Age Range = 18 – 85. Sex Range = Male or Female. Variability due to insured specific information.
3	Class	Class Range = Preferred Non Tobacco, Super Preferred Non Tobacco, Standard Non Tobacco, Preferred Tobacco, or Standard Tobacco. Variability due to insured specific information.
3	Specified Face Amount	Variable Amount Range = Minimum amount as stated in the policy. Variability determined by the policy owner's request and insureds' risk class.
3	Minimum Specified Face Amount	Variable Amount Range = \$50,000 - \$300,000 Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.
3	Death Benefit Compliance Test	Variable Range: Cash Value Accumulation Test or Guideline Premium Test. Variability determined by the policy owner. The death benefit compliance test is elected by the policy owner.

3	Death Benefit Option	Variable Range: Option A – Level Death Benefit, Option B – Death Benefit plus Account Value, Option C – Death Benefit plus Premiums paid.  Variability determined by the policy owner. The death benefit option is elected by the policy owner.
3	Initial Premium	Hypothetical
3	Anticipated Additional First Year Premium	This field and the information provided will appear if additional first year premiums are anticipated.
3	Planned Periodic Premium	Hypothetical
3	Billing Period	Variable Range: Annually, Semi-Annually, or Monthly.  Variability determined by the policy owner. The billing period is elected by the policy owner.
3	Issue Date	Hypothetical
3	Policy Date	Hypothetical
3	Owner	Hypothetical
3	Interest Enhancement Factor	Variable Interest Factor Range = .25 to .75  This factor will be set at issue. Any changes will apply to new issues only.
3	Interest Enhancement Period	Variable Years Range = 10 years to 20 years  This period will be set at issue. Any changes will apply to new issues only.
3	Maximum Interest Enhancement (Annual)	Variable Maximum Interest Range = 1.00% or less  This rate will be set at issue. Any changes will apply to new issues only.
3	Premium Expense Charge	Variable Premium Expense Charge Range = 15% or less  This rate will be set at issue. Any changes will apply to new issues only.
3	Monthly Expense Charge – Amount	Variable Charge Range = \$5.00 - \$20.00 in all Policy Years.  Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.
3	Monthly Expense Charge – Per \$1,000	Variable Charge Range = \$0.02 - \$20.00 per \$1,000 of Specified Face Amount.  Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.

3	Monthly Expense Charge – Years	Variable Years Range = 1 - 20  Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.
3	Policy Loan Interest Rate (Annual)	Variable Percentage Range = 3.00% – 6.00% all policy years.  Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.
3	Partial Withdrawal Fee	Variable Charge Range = \$0.01 - \$50.00  Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.
4	Supplemental Benefit Rider(s)	Any riders elected by the policy owner will appear.
4	Policy Split Option Rider	If elected, this rider will appear.
4	Monthly Rider Charge Rate	Variable Rider Charge Rate = \$.02 - \$1.00
4	Supplemental Insurance Rider	If elected, this rider will appear.
4	Supplemental Insurance Amount (SIA)	Variable Amount Range = \$25,000 or more  Variability determined by the policy owner's request and insureds' risk class.
4	Monthly Rider Charge	Variable Monthly Rider Charge = \$0.01 - \$20.00
4	Minimum SIA	Variable Amount Range = \$10,000 - \$50,000  Variability only intended for a future change by the Company after an actuarial pricing evaluation. Any such change would apply to new issues on a going forward basis only.
5	Policy Number	Hypothetical
5	Table of Account Value Percentages	Hypothetical – Based on the Death Benefit Compliance Test elected, specified within the IRS code. Any such change would apply to new issues on a going forward basis only.
6	Policy Number	Hypothetical
6	Table of Guaranteed Maximum Cost of Insurance Rates per \$1000 of Net Amount at Risk	Hypothetical  Variability is determined by the insureds' age, sex, and risk class. Maximum guaranteed rates are shown for the hypothetical insureds.
	Supplemental Insurance Rider	

2	Officer	This will vary if officer changes
	Policy Split Option Rider	
2	Officer	This will vary if officer changes